

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FITNESS ANYWHERE LLC,

Plaintiff,

v.

95SP_KK, et al.,

Defendants.

Case No. 19-cv-04155

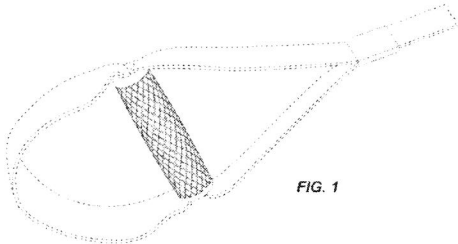
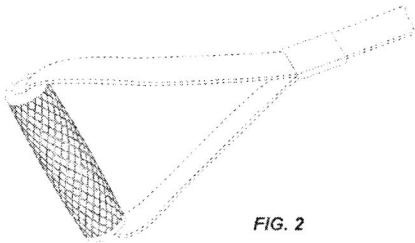
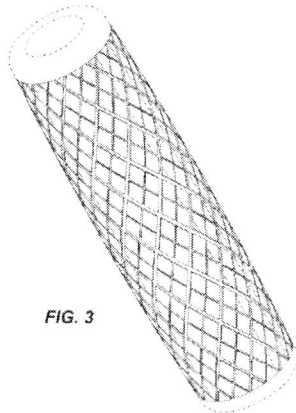
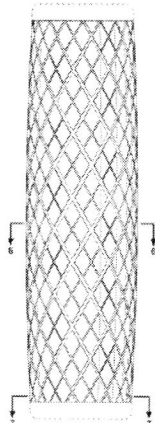
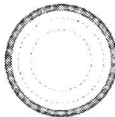
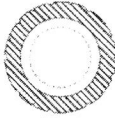
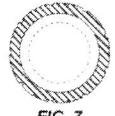
Judge John Z. Lee

Magistrate Judge Sheila M. Finnegan

SEALED TEMPORARY RESTRAINING ORDER

THIS CAUSE being before the Court on Plaintiff Fitness Anywhere LLC (“TRX” or “Plaintiff”) *Ex Parte* Motion for Entry of a Temporary Restraining Order, Including a Temporary Injunction, a Temporary Asset Restraint, and Expedited Discovery, and Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) (the “Motions”) against the defendants identified in Schedule A to the Amended Complaint and attached hereto (the “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”), and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motions in their entirety.

This Court further finds that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products that infringe directly and/or indirectly the following patented TRX Design.

Patent Number	Claim	Issue Date
D669,945	 <p>FIG. 1</p>  <p>FIG. 2</p>  <p>FIG. 3</p>  <p>FIG. 4</p>  <p>FIG. 5</p>  <p>FIG. 6</p>  <p>FIG. 7</p>	October 30, 2012

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because TRX has presented specific facts in the Declaration of Marisa Christie [13], paragraphs 14-20, and the Declaration of Justin R. Gaudio [12], paragraphs 2-4, in support of the Motion for Temporary Restraining Order and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would modify content and move any assets from accounts in U.S.-based financial institutions, including PayPal accounts, to offshore accounts. *Id.* As other courts have recognized, proceedings against those who deliberately traffic in infringing merchandise are often useless if notice is given to the adverse party. Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
 - a. offering for sale, selling, and importing any products not authorized by TRX and that include any reproduction, copy or colorable imitation of the design claimed in the TRX Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the TRX Design; and
 - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).

2. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendant Internet Stores or other online marketplace accounts operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, and Internet search engines such as Google, Bing, and Yahoo (collectively, the “Third Party Providers”) shall, within five (5) business days after receipt of such notice, provide to TRX expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses;
 - b. the nature of Defendants’ operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Defendant Internet Stores and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Defendant Internet Stores;
 - c. any of the Defendant Internet Stores;
 - d. any other online marketplace accounts registered by Defendants; and
 - e. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or

participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon TRX's request, those in privity with Defendants and those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, shall, within five (5) business days after receipt of such notice:
 - a. disable and cease providing services being used by Defendants, currently or in the future, to engage in the sale of goods that infringe the TRX Design;
 - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the TRX Design; and
 - c. take all steps necessary to prevent links to the Defendant Internet Stores identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.
4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall, within five (5) business days of receipt of this Order, for any Defendant or any of the Defendant Internet Stores:

- a. locate all accounts and funds connected to Defendants or the Defendant Internet Stores, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Marisa Christie, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds that are not U.S. based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
6. TRX may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed. R. Civ. P. 4(f)(3), by electronically publishing a link to the Amended Complaint, this Order and other relevant documents on a website and by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Marisa Christie and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "95SP_KK and all other Defendants identified in the Amended Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
7. Plaintiff's Amended Complaint [9] and Exhibit 1 and 2 thereto [9-1] - [9-7], [9-8] Schedule A to the Complaint [8] and the Amended Complaint [9-9], Exhibit 2 to the

Declaration of Marisa Christie [14], and this Order shall remain sealed until further ordered by this Court.

8. TRX shall deposit with the Court ten thousand dollars (\$10,000.00), either cash or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to TRX or on shorter notice as set by this Court.
10. This Temporary Restraining Order without notice is entered at 9:00 A.M. on this 26th day of June 2019 and shall remain in effect for fourteen (14) days.



John Z. Lee
United States District Judge

Dated 6/26/19

Fitness Anywhere LLC v. 95sp_kk, et al. - Case No. 19-cv-04155

Schedule A

No.	Defendant Name / Alias	No.	Defendant Name / Alias
1	95sp_kk	2	Amy body
3	angela.liang	4	aplus-bargain
5	aushen99	6	autocontinpurchase
7	auto-sincerely-sale	8	Balabele
9	best_wish_2018	10	bestcollection999
11	blab1391	12	BrotherSports Store
13	Constant Fitness Store	14	deepbluest6
15	djmdghkx	16	DLINE Store
17	DOUBLE FISH Official Store	18	dreamfactorysoldshop365
19	ever_fortunate	20	Evoke Fitness Industries Co., Ltd.
21	FAVSPORTS Store	22	fit & healthy sportsmall store
23	Freedom Life Store	24	FUJIAN C-long Flly Co.,Ltd
25	funtig80	26	gabswy0
27	Geakbros Outdoor Store	28	golden_melody
29	goodssshopping	30	H -OFICIAL Store
31	hlx_tech	32	hou1win2
33	I love with fitness franchised store	34	ITSTYLE Official Store
35	ItStyle Store	36	J Bryant Fitness
37	JIEXING Store	38	JNJ outdoors Store
39	KINJAZ H-life Store	40	KUUBEE outdoor Store
41	larastar2018	42	LAY Store
43	Lights Mountain GYM Gear Store	44	likesports18
45	Lotus Industrial Co.	46	LuLu Fitness Store
47	Mask 2.0 Store	48	mastersmartgear
49	MWILLFIT Store	50	Nantong Guli Fitness Co., Ltd.
51	Nantong Titanium Strength Systems Co., Ltd.	52	newyoutube
53	NF Fitness Store	54	nrx867
55	omagax	56	Outdoor Camping Store
57	Outdoor Sporting Store	58	pengroad store
59	ProCircle Fitness Training Products (Suzhou) Co., Ltd	60	procircle_fitness
61	rayup_store	62	Shenzhen Gymarts Technology Company Limited
63	Shop1194162 Store	64	Shop1211066 Store
65	Shop3714012 Store	66	Shop4433094 Store
67	Shop4619004 Store	68	Shop4660051 Store

No.	Defendant Name / Alias
69	Skangduke
71	Storm Wind
73	TAVIEW FIT Store
75	tjh584439792
77	tmall-offical
79	Unicorn Ltd
81	Visionarytech
83	Weeheight Outdoor store
85	xx28 you store
87	yellowprice
89	YOUGLE store
91	ypdirect
93	Yunvo Outdoor Sports CO., LTD
95	Zanla Sporting Store

No.	Defendant Name / Alias
70	skdk sporting store
72	swellfish01-1
74	thebmhk
76	tjkjds
78	uk.homeware-diy
80	unicornltd08
82	vmhi8330
84	win.max-sport
86	yangyuwakaka
88	yongfa423
90	Younicetech
92	yuanbao668
94	Yutonglong-us
96	5billion-fitness

No.	Defendant Marketplace URL
1	ebay.com/usr/95sp_kk
3	ebay.com/usr/angela.liang
5	ebay.com/usr/aushen99
7	ebay.com/usr/auto-sincerely-sale
9	ebay.com/usr/best_wish_2018
11	ebay.com/usr/blab1391
13	aliexpress.com/store/4499133
15	ebay.com/usr/djmdghkxj
17	aliexpress.com/store/3569003
19	ebay.com/usr/ever_fortunate
21	aliexpress.com/store/3861104
23	aliexpress.com/store/2348254
25	ebay.com/usr/funtig80
27	aliexpress.com/store/4246040
29	ebay.com/usr/goodsshopping
31	ebay.com/usr/hlx_tech
33	aliexpress.com/store/1292408
35	aliexpress.com/store/102554
37	aliexpress.com/store/3200022
39	aliexpress.com/store/2937052
41	ebay.com/usr/larastar2018
43	aliexpress.com/store/1473023

No.	Defendant Marketplace URL
2	aliexpress.com/store/1816148
4	ebay.com/usr/aplus-bargain
6	ebay.com/usr/autocontinpurchase
8	wish.com/merchant/5aa521b9b9605f12a974eb5c
10	ebay.com/usr/bestcollection999
12	aliexpress.com/store/3624054
14	ebay.com/usr/deepbluest6
16	aliexpress.com/store/3375044
18	ebay.com/usr/dreamfactorysoldshop365
20	evokefitness.en.alibaba
22	aliexpress.com/store/4423151
24	wish.com/merchant/55a7ba850e8245404e2c5f16
26	ebay.com/usr/gabswy0
28	ebay.com/usr/golden_melody
30	aliexpress.com/store/1955590
32	ebay.com/usr/hou1win2
34	aliexpress.com/store/4506011
36	aliexpress.com/store/1476170
38	aliexpress.com/store/1197960
40	aliexpress.com/store/905422
42	aliexpress.com/store/3083019
44	ebay.com/usr/likesports18

No.	Defendant Marketplace URL
45	aliexpress.com/store/1089866
47	aliexpress.com/store/913346
49	aliexpress.com/store/4272028
51	titanium-strength.en.alibaba
53	aliexpress.com/store/2386042
55	ebay.com/usr/omagax
57	aliexpress.com/store/510608
59	wish.com/merchant/5588d447cf53303f82fef7d7
61	ebay.com/usr/rayup_store
63	aliexpress.com/store/1194162
65	aliexpress.com/store/3714012
67	aliexpress.com/store/4619004
69	wish.com/merchant/5c4a85c6f16fcc07c13e88e7
71	aliexpress.com/store/1757545
73	aliexpress.com/store/4404035?spm=2114.10010108.0.0.303f665fX8IrfS
75	ebay.com/usr/tjh584439792
77	ebay.com/usr/tmall-offical
79	A2V9RHQP63JVK5
81	ARDFTB7OCMAFM
83	aliexpress.com/store/1872519
85	aliexpress.com/store/4441024
87	ebay.com/usr/yellowprice
89	aliexpress.com/store/409201
91	ebay.com/usr/ypdirect
93	aliexpress.com/store/1820658
95	aliexpress.com/store/2623070

No.	Defendant Marketplace URL
46	aliexpress.com/store/2666028
48	ebay.com/usr/mastersmartgear
50	gulifitness.en.alibaba
52	ebay.com/usr/newyoutube
54	ebay.com/usr/nxr867
56	aliexpress.com/store/4233038
58	aliexpress.com/store/4477039
60	ebay.com/usr/procircle_fitness
62	gymarts.en.alibaba
64	aliexpress.com/store/1211066
66	aliexpress.com/store/4426122
68	aliexpress.com/store/4660051
70	aliexpress.com/store/4388075
72	ebay.com/usr/swellfish01-1
74	ebay.com/usr/thebmhk
76	ebay.com/usr/tjkjds
78	ebay.com/usr/uk.homeware-diy
80	ebay.com/usr/unicornltd08
82	ebay.com/usr/vmhi8330
84	ebay.com/usr/win.max-sport
86	wish.com/merchant/5b08112d7e43f232c116cc7f
88	ebay.com/usr/yongfa423
90	AEPA7U4UX5DDO
92	ebay.com/usr/yuanbao668
94	A29Q9M72CS1IS0
96	ebay.com/usr/5billion-fitness